

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Khaled A. Shair	)	
	)	
Plaintiff,	)	Civil Action No.: <u>08 CV 1060</u>
	)	
vs.	)	
	)	
Qatar Islamic Bank,	)	<b>JURY TRIAL DEMANDED</b>
Khalid Bin Ahmad Al Swaidi,	)	
Abdellatif Al Meer,	)	
and	)	
Chaudhary Mohammad Wasi,	)	
Defendants.	)	

**Complaint Exhibit D**



### GUARANTY

Qatar Islamic Bank, a banking corporation organized under the laws of Qatar ("Guarantor"), Grand Hamad Avenue, P.O. Box 559, Doha, State of Qatar, in consideration of the subleasing of the premises described in the attached Sublease to the Sublessee mentioned in it, absolutely, unconditionally and irrevocably guarantees to Sublessor full payment by Sublessee of rent required to be paid under it in the amount of \$80,000.00 due May 1, 2005 in the event Sublessee has not paid said amount by said date and the full performance by Sublessee of all of its other obligations under the Sublease.

Guarantor waives all requirements of notice of the acceptance of this guarantee and all requirements of notice of breach or nonperformance by Sublessee. Guarantor further waives any demand by Sublessor and/or prior action by Sublessor of any nature whatsoever against Sublessor, except that nothing herein shall be construed as a waiver by Guarantor of any and all defenses which Sublessee is entitled to assert under the Sublease or which Sublessee is entitled to assert based upon the acts or omissions of Sublessor, its members, agents or employees.

Guarantor's obligations under this guarantee will remain fully binding although Sublessor may have waived one or more defaults by Sublessee, extended the time of performance by Sublessee modified or amended the Sublease, released, returned or misapplied other collateral given later as additional security (including other guarantees) and released Sublessee from the performance of its obligations under the lease.

To induce Sublessor to enter into the Sublease, Guarantor agrees as follows (such agreement to be irrevocable so long as the Sublease is in effect or there are any obligations or indebtedness due Sublessor from Sublessee with respect to the Sublease or due Sublessor by Guarantor under this guarantee):

a. Any or all actions or proceedings in any way, manner or respect, arising out of or from or related to the Sublease and/or this guarantee may and shall be litigated in courts having a situs within Cook County, Illinois, in the United States of America, and the Guarantor hereby consents and submits to the jurisdiction of any local, state or federal courts located within, or with jurisdiction extending to actions filed in, or residents of, said Cook County.

b. Guarantor hereby appoints and designates Bryan Cave LLP, having an address of 161 North Clark Street, Suite 4800, Chicago, IL 60601-3206, Attn: Gene E. Murphy, Monica A. Carroll and Victoria I. Goldson, as the true and lawful attorney and duly authorized agent for acceptance of service of legal process on the Guarantor in connection with any action or proceeding in any way, manner or respect, arising out of or from or related to the Sublease and/or this guarantee. Guarantor agrees

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**Qatar Islamic Bank**



**مصرف قطر الإسلامي**

that service of process upon such persons shall constitute personal service of such process upon Guarantor.

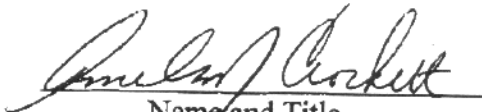
c. Guarantor hereby waives any right it may have to transfer or change the venue of any litigation in any manner related to the Sublease and/or this guarantee and further agrees that Sublessor, in any such litigation brought other than by Sublessor, and having venue outside of Cook County, State of Illinois, shall have the right to change of venue to any local, state or federal courts located within, or with jurisdiction extending to actions filed in, or residents of, said County.

This guarantee is binding on Guarantor and its respective successors, successors in interest, representatives and assigns and will continue in effect subsequent to any assignment of the Sublease by Sublessee or by operation of law.

IN WITNESS to the above, Guarantor has signed this guaranty on September 29, 2004.

Attest:

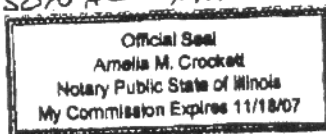
**Qatar Islamic Bank**

  
Name and Title  
*Personal Banker*

By:   
Name and Title

Print *AMELIA M. CROCKETT*  
Name and Title  
*PERSONAL BANKER*

*CHODHRY M. KASI*  
Print *ASSISTANT GENERAL MANAGER*  
Name and Title



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